



Suzanne Henderson

Electronically Recorded
Chesapeake Operating, Inc.**AMENDMENT AND EXTENSION OF OIL, GAS AND MINERAL LEASE**

STATE OF TEXAS

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L0231256

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TARRANT

WHEREAS, **Allied Electronics, Inc.** ("Lessor"), whose address is 7151 Jack Newell Blvd. South, Fort Worth, TX 76118, executed that certain Ratification, Revivor, & Amendment of Paid Up Oil and Gas Mineral Lease (the "Lease") executed August 27th, 2008 unto **Chesapeake Exploration, L.L.C.**, which is recorded in instrument D208352226 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein; and,

WHEREAS, Lessor and Lessee now desire to amend the Lease and extend the primary term of the Lease by an additional ~~three (3) months~~ ^{one (1) year} as hereinafter set forth. LD

NOW, THEREFORE, for good and valuable consideration in hand paid to Lessor by Lessee, the receipt and sufficiency of which is hereby acknowledged, Lessor does hereby amend the Lease to read as follows:

"The primary term shall extend to ~~November 11, 2009~~ ^{August 11, 2010} and for as long thereafter as oil, gas or other minerals covered hereby are producing in paying quantities from the leased premises, or from land pooled therewith, or the Lease is otherwise maintained in effect pursuant to the provisions hereof." LD

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument is hereby made effective as of the 21st day of July, 2009, regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR:**ALLIED ELECTRONICS, INC.**By: 

Lee Davidson, President

LESSEE:**CHESAPEAKE EXPLORATION, L.L.C.**
an Oklahoma limited liability companyBy: Henry J. Hood, Senior Vice President-
Land and Legal & General Counsel DH
OCS
JH

ACKNOWLEDGEMENT

Electronically Recorded
Chesapeake Operating, Inc.

THE STATE OF TEXAS §
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COUNTY OF TARRANT §

This instrument was acknowledged before me on this the 5th day of August, 2009,
by Lee Davidson.



Shelle R Stewart
Notary Public, State of Texas

ACKNOWLEDGEMENT

STATE OF OKLAHOMA §
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COUNTY OF OKLAHOMA §

BEFORE ME, Kristine Dearmon, the undersigned notary public, on this day personally appeared Henry J. Hood, as Senior Vice President – Land and Legal & General Counsel of Chesapeake Exploration, L.L.C. on behalf of said limited liability company, who is known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed that instrument for the purposes and consideration therein expressed, and in that capacity therein stated.

GIVEN under my hand and seal of office this 21 day of July, 2009.

[Signature]
Notary's Public in and for the State of Oklahoma

My Commission Expires _____
Commission Number _____



Record & Return to:
Chesapeake Operating, Inc.
P.O. Box 18496
Oklahoma City, OK 73154